

MISSISSIPPI DEPARTMENT OF CORRECTIONS



REQUEST FOR PROPOSAL

**HUMAN RESOURCES DEPARTMENT
633 NORTH STATE STREET
JACKSON, MS 39202
PHONE: (601) 359-5600**

RFP No. PROVIDER OF A SUPPLEMENTAL INSURANCE PACKAGE	Proposals will be opened August 18, 2016
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Marshall L. Fisher, Commissioner
Rick McCarty, Deputy Commissioner,
Administration and Finance
Sharon Pepper, Human Resources Director

Contact Person: Sharon Pepper
Human Resources Director

633 N. State Street
Jackson, MS 39202
(601) 359-5665
spepper@mdoc.state.ms.us

MDOC WELCOMES PARTICIPATION OF MINORITY BUSINESSES
(Exhibit A)

Proposal: Proposals subject to the conditions herein stated and attached hereto, will be received until August 16, 2016, 3:00 p.m. Central Time for furnishing the services as described below for the Mississippi Department of Corrections (hereinafter “MDOC”).

Description: MDOC is hereby requesting proposals for a **Provider of a Comprehensive Supplemental Insurance Package. Supplemental insurances as noted are other than the State and School Employees’ Life and Health Insurance Plan.** MDOC will receive proposals from companies having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals must contain evidence of the companies's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDOC may be included elsewhere in the solicitation. Unless otherwise stated, all proposals shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror’s expertise in the area of the solicitation. No proposals shall be evaluated for any requirement or criteria that is not disclosed in this Request for Proposal.

Procurement Schedule

Task	Date
Request for Proposal (RFP) Issue Dates	July 22, 2016 and July 29, 2016
Receive Questions for Clarification Deadline	August 5, 2016
Respond in Writing to Clarification	August 8, 2016
Required Letter of Intent	August 9, 2016
Acknowledgement of Receipt of Letter of Intent via Email	August 10, 2016
Proposal Package Submission Deadline	August 16, 2016
Proposal Opening	August 18, 2016
Anticipated Online Product Presentation Date	August 24, 2016
Anticipated Date of Notice of Intent to Award	August 29, 2016
Proposed Period of Performance	September 1, 2016 – December 31, 2019

NOTE: MDOC reserves the right to adjust the Procurement Schedule as it deems necessary.

Proposals must be received by MDOC no later than the **official deadline** of:

August 16, 2016, 3:00 p.m., Central Time

Proposals must be submitted to: **Sharon Pepper, Human Resources Director, Human Resources Department, Mississippi Department of Corrections, 633 North State Street, Jackson, Mississippi 39202**

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be date and time stamped as they are received by MDOC.

Any proposals received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDOC are deemed to be the property of MDOC and may be used as MDOC sees fit. MDOC will not be responsible for non-delivery or late delivery of proposals. **The offeror alone is responsible for ensuring that their proposal package is delivered to the Human Resources Director, Human Resources Department no later than the official deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.

Inquiries regarding this Request for Proposal must be directed to:

Sharon Pepper, Human Resources Director
Human Resources Department
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202
(601) 359-5665
Spepper@mdoc.state.ms.us

Proposal package must be submitted to:

Sharon Pepper, Human Resources Director
Human Resources Department
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

MDOC reserves the right to amend the contents of this RFP as it deems necessary. It is the offeror's sole responsibility to monitor the MDOC's website, (www.mdoc.state.ms.us) for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the proposal immediately following the Proposal Cover Sheet (Exhibit C).

MISSISSIPPI DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL FOR A PROVIDER OF A SUPPLEMENTAL INSURANCE PACKAGE

The Mississippi Department of Corrections is requesting proposals for a Provider of a Comprehensive Supplemental Insurance Package, other than the State and School Employees' Life and Health Insurance Plan. The package should include at a minimum but is not limited to the following:

- **ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE PLAN**
- **DENTAL INSURANCE PLAN**
- **VISION INSURANCE PLAN**
- **CANCER INSURANCE PLAN**
- **SHORT-TERM DISABILITY INSURANCE**
- **LONG-TERM DISABILITY INSURANCE**
- **SUPPLEMENTAL LIFE INSURANCE PLAN**

AN EXPLANATION MUST BE PROVIDED FOR ANY PRODUCT LISTED WHICH IS NOT PROVIDED BY THE VENDOR. MDOC RESERVES THE RIGHT TO ACCEPT OR REJECT OFFERS WHICH DO NOT PROVIDE THE MINIMUM PRODUCTS LISTED.

MDOC RESERVES THE RIGHT TO MAINTAIN ANY CURRENT PRODUCTS OFFERED TO ITS EMPLOYEES. MDOC RESERVES THE RIGHT TO REJECT AND/OR REPLACE SPECIFIC PRODUCTS.

MDOC RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE OFFEROR TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDOC AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

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**MISSISSIPPI DEPARTMENT OF CORRECTIONS
HUMAN RESOURCES DEPARTMENT
633 NORTH STATE STREET
JACKSON, MS 39202**

GENERAL INSTRUCTIONS

1.0 Specifications, Terms and Conditions for Provider of Supplemental Insurance

The Mississippi Department of Corrections (hereinafter “MDOC”), will follow strict selection procedures for securing the services of a Provider of a Comprehensive Supplemental Insurance Package. Additional information may be obtained by written request to Sharon Pepper, Human Resources Director, Human Resources Department, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202.

2.0 Authority to Contract

Provider warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

3.0 Purpose

MDOC is seeking a Provider of a Comprehensive Supplemental Insurance Package for its employees and eligible members. The Provider may offer only approved insurance plans, and will be solely responsible for coordinating the supplemental insurance plans presentations for plans under their purview as well as enrollment for employees and eligible members.

4.0 Division of Human Resources Contact and Questions/Requests for Clarification

4.1 All questions and requests for clarification must be directed by email no later than August 5, 2016, 3:00 p.m., Central Time to:

Sharon Pepper, Human Resources Director

Human Resources Department

Email: Spepper@mdoc.state.ms.us

4.2 All questions and answers will be published on the Mississippi Department of Corrections (hereinafter “MDOC”) website (www.mdoc.state.ms.us) in a manner that all potential providers will be able to view by August 8, 2016.

4.3 MDOC will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person.

5.0 Detailed Specifications (Scope of Services):

5.1 Provider Administrative Requirements:

- Coordinate/present supplemental insurance plans during MDOC Insurance Open Enrollment and at Monthly Employee Orientations at all designated locations.
- Ensure supplemental insurance plans meet all state and federal regulations and guidelines in relation to the plan's coverage and benefits.
- Ensure supplemental insurance plans are available to all MDOC employees and eligible members, whether residing in the State of Mississippi or another state. If not available, present valid justification for limited coverage.
- Provide a designated representative or liaison with knowledge regarding the supplemental insurance plans' coverage and benefits. Representative or liaison will have accurate contact and policy information for plans subsidiary providers.
- Provide services efficiently, accurately, and responsively to the MDOC employees and/or eligible members.
- Provide online access for enrollment, re-enrollment, modification, etc. to MDOC employees and/or eligible members within twelve (12) months of agreement initiation.
- Provide combined premium billing to MDOC and receive combined premium payment from MDOC and disburses accordingly.
- Bill MDOC as agreed via the MAGIC portal.
- Coordinate and work effectively with MDOC Cafeteria Administrator.

5.2 Supplemental Insurance Plans Requirements:

- Provide competitive coverage and rates to MDOC employees and/or eligible members.
- Provide coverage within a reasonable time from date of enrollment. Reasonable as defined by the type of insurance and employee's initial payment deduction.
- Perform all claims processing functions including: verification of enrollment; determination of benefit coverage; creation and mailing of Explanation of Benefits for all paid and denied claims; timely payment; and storage of claims information for easy viewing access by customer service representatives or employees and/or eligible members once available online.

- Provide excellent support services that help employees and/or eligible members understand and use their insurance plan and resolve issues promptly.
- Provide consistently prompt, courteous, and knowledgeable responses to customer service requests posed by employees and/or eligible members.
- Offer well-defined complaint and appeal procedures to employees and/or eligible members who are dissatisfied with a claim denial or have a complaint of any kind concerning the insurance plan.
- Provide prompt and accurate payment of qualified benefits for employees, spouses and dependents for allowable, documented expenses incurred during the plan year.
- Provide confidential 24 hour online access for MDOC employees and/or eligible members.
- Provide notification to employees and/or eligible members directly of the status of their qualified benefits if issues occur, warning notifications for depletion of funds, etc.

6.0 Basis for Award

6.1 The contract is to be awarded to the offeror whose proposal meets the requirements and criteria set forth in this Request for Proposal. This Request for Proposal shall set forth the requirements and criteria which will be used to determine the best responsive offeror. No proposals shall be evaluated for any requirement or criterion that is not disclosed in this Request for Proposal.

6.2 Proposals will be evaluated to determine which offeror provides the best value (**Exhibit B**) to the State in accordance with the evaluation criteria set forth in this Request for Proposal. Only objectively measurable criteria which are set forth in this Request for Proposal shall be applied in determining the best proposal.

7.0 Period of Performance

7.1 The period of performance of services under the resulting Agreement shall begin on September 1, 2016 for Open Enrollment with plans beginning January 1, 2017. The Agreement ends December 31, 2019. The Agreement may be renewed at the discretion of the agency upon written notice to Provider at least ninety (90) days prior to the anniversary date for a period of three (3) successive years and conditions as in the original contract.

8.0 Submission Format

The proposal must be sealed and must contain the following in the order listed below:

8.1.1 Proposal Cover Sheet (Exhibit C pages 1 and 2)

Minority vendor owned companies may complete Exhibit A and submit to DFA as described.

8.1.2 Table of Content

The Table of Contents must indicate the material included in the RFP by section and page number.

8.1.3 Transmittal Letter

- (1) The transmittal letter must be submitted with the offeror's proposal and must include:
A statement of the offeror's understanding of the services required in Section 5 (Detailed Specifications (Scope of Services), listing each requirement and indicating "agree" and/or "will comply".
- (2) The names of the persons who are authorized to make representations on behalf of the offeror (Include titles, addresses and telephone numbers)
- (3) A statement that the individual who signs the transmittal letter is authorized to bind the offeror to an agreement with MDOC.

8.1.4 Proposal Narrative

The Proposal narrative will, giving as much detail as practical, explain each Supplemental Insurance product being offered and how the offeror will meet the requirements of Section 5 of this RFP regarding the products/plans being presented, including a description of the procedures the offeror will use and the online services product. The first page of the Proposal Narrative will provide a Product Overview (Exhibit K) page, listing the type of products being offered, the lead company for each product, whether the product is a Group or Individual policy and whether the product is portable for employees leaving employment with MDOC.

8.1.5 References (Exhibit D)—each proposal must contain a listing of at least three trade references along with the contact person, address, and phone number for each. These references must be familiar with the offeror's abilities in the areas involved with this solicitation. MDOC will use these references to determine the offeror's ability to perform the services. It is the responsibility of the offeror to ensure that the reference contact information is correct and current. MDOC will not track down references. Offerors should verify before submitting their proposal that the contact person and phone number are correct for each reference. MDOC must be able to reach two references for an offeror within two business days of proposal opening to be considered responsive.

8.1.6 Exhibits G – J

Exhibits G – J will be completed and included after the References.

8.2 Submission Requirements

8.2.1 The original and one copy of the proposal shall be signed and submitted in a sealed envelope or package to 633 North State Street, Jackson, MS 39202 no later than August 16, 2016, 3:00 p.m., Central Time.

8.2.2 Timely submission of the proposal is the responsibility of the offeror. Proposals received after the specified time will be rejected and returned to the offeror unopened.

8.2.3 Each page of the proposal and all Exhibits shall be identified with the name of the offeror.

8.2.4 Failure to submit a proposal in the required format and with the required documents will be considered cause for rejection of the proposal. Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal.

8.2.5 MDOC reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as nonresponsive.

8.2.6 Any offeror claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

8.2.7 All proposals must be received by MDOC no later than August 16, 2016, 3:00 p.m., Central Time. Proposals submitted via facsimile (faxes) will not be accepted. It is suggested that if a proposal is mailed to MDOC, it should be posted in certified mail with a return receipt requested. MDOC will not be responsible for mail delays or lost mail.

8.2.8 Sealed proposals should be mailed or hand-delivered to and labeled as follows:

PROVIDER OF SUPPLEMENTAL INSURANCE PACKAGE

Proposal No.

Opening Date: August 18, 2016, 3:00 p.m., Central Time

Human Resources Department

Attention: Sharon Pepper, Human Resources Director

633 North State Street

Jackson, Mississippi 39202

SEALED PROPOSAL –DO NOT OPEN

9.0 Required Letter of Intent

Offerors shall notify MDOC of their intention to submit a proposal. The letter of intent shall be submitted via email to Spepper@mdoc.state.ms.us by August 9, 2016, 3:00 p.m., Central Time. The letter of intent shall include the title of this request for proposals, the offeror's organizational name and address, one (1) to two (2) sentences stating that the offeror's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address (See Exhibit H).

Spepper@mdoc.state.ms.us shall acknowledge receipt of letter of intent via email. **A NON-ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

10.0 Debarment

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for agreements issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. (**Exhibits G and H** - FDVR and PDV Forms, respectively)

11.0 Registration with Mississippi Secretary of State

By submitting a proposal, the offeror certifies that it is registered to do business with the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDOC that it has been awarded a contract.

12.0 Proposal Opening

Proposal opening will be open to the public; however, this will include opening, reading, and listing the proposal price, if applicable, on each proposal only. No discussions will be entered into with any offeror as to the quality or provisions of the specifications and no award will be made either stated or implied at the proposal opening.

13.0 Award Notification

Offerors will be notified via e-mail of the awards. Additionally, a letter will be sent to all offerors.

14.0 Procurement Methodology

14.1 Restrictions on Communication with MDOC

At no time shall any offeror or its personnel contact or attempt to contact any MDOC staff regarding this RFP except the contact person as set forth in Section 4. A designee(s) may be authorized from the Human Resources or Administration and Finance Department as a MDOC contact.

14.2 Cost of Preparing Proposal

MDOC accepts no responsibility for any expense incurred by any offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

15.0 Required Contract Terms and Clauses (The use of Offeror is replaced by Contractor)

15.1 Applicable Law

The agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

15.2 Availability of Funds

It is expressly understood and agreed that the obligation of the MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDOC, the MDOC shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without

damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15.3 Procurement Regulations

The agreement shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

15.4 Compliance with Laws

Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

15.5 Stop Work Order

(1) **Order to Stop Work.** The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- (3) **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

15.6 Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

15.7 Representation Regarding Gratuities

The contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

15.8 Acknowledgment of Amendments

Contractors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDOC by the time and at the place specified for receipt of bids.

15.9 Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. **(Exhibit I)**

15.10 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

15.11 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States

Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

15.12 Transparency

This agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

15.14 Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction. **(Exhibit J)**

15.15 Paymode

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the

term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

15.16 Termination Clauses

15.1.1 Termination for Convenience

- (1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15.1.2 Termination for Default

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").
(As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- (5) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15.1.3 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Exhibit A

STATE OF MISSISSIPPI MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ Post Office Box: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Tax I.D.: _____

SAAS Vendor #s (if known): _____

MINORITY STATUS As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable

___Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

___A (Asian Indian)

___B (Asian Pacific)

___C (Black American)

___D (Hispanic American)

___E (Native American)

Women Business Enterprise

___M (Asian Indian)

___N (Asian Pacific)

___O (Black American)

___P (Hispanic American)

___Q (Native American)

___R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ Certified by: _____

Date: _____ Title: _____

Name Printed: _____

Exhibit A

Page 2

MISSISSIPPI MINORITY BUSINESS ENTERPRISE ACT 57-69

MINORITY as used in this provision means a person who is a citizen nor lawful permanent resident of the United States and who is: Black Americans – racial groups of Africa; Hispanic Americans – of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans – origin in any of the original peoples North America; Asian pacific Americans – origins of the Far East, Southeast Asia, the Indian subcontinents; Women.

MINORITY OWNED BUSINESS or **MINORITY BUSINESS ENTERPRISE** as used in the provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is owned and controlled by one or more individuals or minority business enterprises, at least seventy-five (75%) of whom are resident citizens of the State of Mississippi.

OWNED AND CONTROLLED as used in this provision means a business in which one or more minorities or minority business enterprises that owns and controls at least 51%, or in the case of a corporation at least 51% of the voting stock and control the management and daily business operations of the business.

SMALL BUSINESS ACT 15 USCS, SECTION 637 (a)

For the purposes of this provision, the term socially and economically disadvantages small business concern means any small business concern which is at least 51% unconditionally owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock is unconditionally owned by one or more socially and economically disadvantaged individuals, and the management and daily business operations of such small business concern are controlled by one or more socially and economically disadvantaged individuals.

SOCIALLY DISADVANTAGED as used in this provision means individuals who have been subjected to racial and ethnic prejudice or cultural bias because of their identity as members of group and without regard to their individual qualities.

ECONOMICALLY DISADVANTAGED as used in this provision means individuals who are socially disadvantaged whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities the Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individual. In determining the economic disadvantage of an Indian tribe, the Administration shall consider, where available, information such as the following: the per capita income of members of the tribe excluding judgment awards, the percentage of the local Indian population below the poverty level, and the tribes access to capital markets.

WOMEN OWNED BUSINESS or **WOMEN BUSINESS ENTERPRISE** as used in this provision means a socially and economically disadvantaged small business concern organized for profit performing a commercially useful function which is at least 51% owned by one or more women; and whose management and daily business operations are controlled by one or more women or women business enterprises.

To view the above mentioned Acts in their entirety log onto www.mississippi.org and www.r.law.cornell.edu

Exhibit B

Formula for Evaluating

NUMBER OF INSURANCE PRODUCTS

- Provides minimum products listed 20 Points
- Provides less than the minimum products listed 10 Points
- Bonus: 1 additional point for each product in addition to the minimum products listed (Maximum 5 points) 5 Points

ONLINE ENROLLMENT/RE-ENROLLMENT/MODIFICATIONS

- Online product is currently in use in Mississippi state government 20 Points
- Online product is currently in use in State government outside of Mississippi 10 Points
- Offeror guarantees an online enrollment/re-enrollment/modifications program for MDOC within 12 months 5 Points

PORTABLE (AFTER SEPARATION FROM MDOC)

- All minimum products portable 10 Points
- Six (6) or fewer products portable 5 Points
- Bonus: 1 additional point for each product in addition to the minimum products listed (Maximum 5 points) 5 Points

REFERENCE SCORING

- Maximum Points 20 Points
- Minimum Points 16 Points

THE MAXIMUM NUMBER OF POINTS IS 95

Exhibit C
PROPOSAL COVER SHEET

The Mississippi Department of Corrections, Human Resources Department requests a Provider of a Comprehensive Supplemental Insurance Package, and invites your proposal. Proposals are to be submitted as listed below, on or before 3:00 p.m. Central Time, August 16, 2016.

PLEASE MARK YOUR ENVELOPE:

Proposal No.

PROVIDER OF A SUPPLEMENTAL INSURANCE PACKAGE

Opening Date: August 18, 2016, 3:00 p.m. Time, Central Time

Human Resources Department

Attention: Sharon Pepper, Human Resources Director

633 North State Street

Jackson, Mississippi 39202

SEALED PROPOSAL –DO NOT OPEN

Name of Company:_____ **DUNS#**_____

(FOR CLASSIFICATION PURPOSES ONLY)

☐ **MINORITY OWNED** ☐ **WOMEN OWNED** ☐ **NOT APPLICABLE**

Quoted By:_____

Signature:_____

Address:_____

City/State/Zip:_____

Telephone:_____

Fax Number:_____

E-Mail Address:_____

Name and phone number of Company Representative to be contacted if necessary _____

In addition to providing the above contact information, please answer the following questions regarding your agency (*typed or in blue ink only*):

What year was the company started?_____

How many years has the firm been in business to perform the services outlined in this RFP?_____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

If your company is not physically located in the State, how will you supply the services outlined in the RFP?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

Exhibit D
Reference Score Sheet

TO BE COMPLETED BY MDOC STAFF ONLY

Offeror Name: _____

Reference Name: _____

Spoke to: _____

1	Able to provide services in a timely manner?	Yes	No	1 Point
2	Satisfied with services provided? If no, please explain.	Yes	No	2 Points
3	Does the offeror provide online enrollment, re-enrollment/modification accessible by employees?	Yes	No	1 Point
4	Are you satisfied with the online enrollment, re-enrollment/modification process? If no, please explain.	Yes	No	2 Points
5	Offeror easy to work with ? If no, please explain.	Yes	No	1 Point
6	Offeror listened when you had an issue and readily offered a solution? If never an issue, please check here _____.)	Yes	No	1 Point
7	Would you recommend?	Yes	No	2 Points

Score _____

Explanation: _____

A “yes” on question 1, 3, 5 or 6 is 1 point. A “yes” on question 2, 4 or 7 is 2 points. Each “no” is zero points. Offeror must have minimum score of “8” from two (2) references to be considered responsible and for its proposal to be considered. The maximum number of points is “20”.

Do you have any business or professional interest in the offeror’s organization? If yes, please explain.	Yes	No
--	-----	----

Called by: _____

Date/Time: _____

Exhibit E
REFERENCES

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Offeror may submit as many references as desired by submitting as many additional copies of Exhibit E, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets (Exhibit D) completed for each of the two references. No further references will be contacted; however, offerors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) MDOC business days of proposal opening to be considered responsive.

Exhibit F
REQUIRED LETTER OF INTENT

Date _____

Mr./Ms./Dr. _____

Title _____

Address _____

City, State, Zip Code _____

Dear Mr./Ms./Dr.: _____

This letter confirms our intent to submit a proposal pursuant to RFP No.
PROVIDER OF A COMPREHENSIVE SUPPLEMENTAL INSURANCE PACKAGE

_____ service area includes _____. Also, in
Organization Name
compliance with the requirements of the letter of intent, _____ submits
Organization Name

The following information:

Contact Person's Name: _____

Contact Person's Title: _____

Phone Number: _____

Fax Number: _____

Tax I.D. Number: _____

DUNS Number: _____

Physical Address: _____

Authorized Official's Email Address: _____

Thank you for your consideration.

Sincerely,

Authorized Official

Exhibit G

FEDERAL DEBARMENT VERIFICATION FORM

MISSISSIPPI DEPARTMENT OF CORRECTIONS

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

I hereby certify that _____ is not on the list for federal
Subgrantee's Name/Contractor's Name
debarment on www.sam.gov –System for Award Management.

Authorized Official

Date

Signature of

Exhibit H

PARTNERSHIP DEBARMENT VERIFICATION FORM

MISSISSIPPI DEPARTMENT OF CORRECTIONS

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with provider (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDOC.

Signature of Authorized Official

Date

Exhibit I

Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor (_____) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Signature of Authorized Official/ Title

Date

(No stamped signature)

Exhibit J

Proprietary Information Form

Did the offeror submit any information to the agency for the Provider of a Supplemental Insurance Package Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____

No _____

If yes, please indicate which parts/pages below that the offeror wishes to designate as proprietary.

1.

2.

3.

4.

5.

(No stamped signature)

Signature of Authorized Official/ Title

Date

Exhibit K

Product Overview

Name of Company/Business: _____

Address: _____

Telephone Number: _____ Tax I.D. #: _____

Product # 1: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 2: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 3: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 4: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 5: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 6: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 7: _____ Lead/Parent Company: _____

Group or Individual Policy: _____ Portable (Y/N) _____

Product # 8: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 9: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 10: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 11: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 12: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 13: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 14: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____

Product # 15: _____ Lead/Parent Company:_____

Group or Individual Policy:_____ Portable (Y/N) _____